



MINUTES
BOARD OF FIRE COMMISSIONERS
Regular Meeting – Tuesday, August 23rd, 2022

ATTENDEES: Chairman Marc Komorsky
Commissioner Richard Sassi
Commissioner Barry Ward
Treasurer Mark Pozniak
Secretary Bria Le
Commissioner George Burns
Commissioner Anthony Pignataro
Chief Tim O'Connor
EMS Administrator Michael Benenati

At 6:09 pm, Chairman Marc Komorsky welcomed everyone and called the Board of Fire Commissioners' Regular Meeting to order for Tuesday, August 23rd, 2022. He led the Pledge of Allegiance and thanked everyone for coming out.

MINUTES: 8/9/22 Regular Meeting

Upon a MOTION made by Commissioner Burns and SECONDED by Commissioner Pignataro, the Board RESOLVED to approve the minutes from 8/9/22. Burns - Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky - Aye. **Motion Carried.**

CORRESPONDENCE:

Check – Central Hudson refund - \$70.22
Check – Record Access Corp for HIPAA request - \$29.25
Check – Keith S. Rinaldi, PC for HIPAA request - \$7.50

Upon a MOTION made by Pignataro and SECONDED by Burns, the Board RESOLVED to put the checks into the General Fund. Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky – Aye. **Motion Carried.**

Letter from Raymond & Barbara Miuccio

ROOM USE REQUESTS:

- Station 2 on 9/25/22 from 10 am – 2 pm from Wayne Zittel

Upon a MOTION made by Pignataro and SECONDED by Commissioner Sassi the Board RESOLVED to allow Wayne Zittel to use the room on 9/25/22 from 10 am until 2 pm. Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky – Aye. **Motion Carried.**

REPORTS: (by officers present)

- **Treasurer –**

BANK ACCOUNTS: Treasurer Mark Pozniak said the Board has the bank statements from July 31st for review and approval and he noted they have all been reconciled. He said he is planning to close three bank accounts and open two others and gave details about those accounts.

BUDGET PROCESS: Pozniak noted that the proposed budget needs to be adopted by the second meeting in September (9/27/22), the budget hearing will be on October 18th, and the final budget needs to be adopted on or before November 4th. Discussion followed regarding input from the Board on wish list items they would like to see in the budget, including a version of the budget that meets the tax cap, and how to budget for EMS billing revenue.

BoFC Regular Meeting 8/23/22

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LAGRANGE FIRE DISTRICT

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EMS BILLING SETUP: Pozniak said that the Board will need to identify certain people in the organization that will need to give their personal details to go along with the application for Medicare. Short discussion followed regarding the information needed. Mark Pozniak, Anthony Pignataro, and Rich Sassi agreed to be included with the application.

HEALTHCARE WORKER BONUS: Pozniak said the next step would be to determine which employees are eligible and for which time periods they are eligible. Then the employee will have to certify they were working and made the appropriate amount of money and the employer will also have to certify. Short discussion followed regarding the bonus program.

PURCHASE ORDERS: Commissioner Ward brought up a concern about no authorizing signatures on the vouchers and requested to have the person authorizing the purchase sign the voucher and to also have the person who receives the items sign them.

- **Chief –**

NOTABLE INCIDENTS: Chief Tim O'Connor brought up the fire at Barton Orchards from the prior day and short discussion followed regarding the incident.

PERSONNEL: O'Connor said the probies are going onto groups this week, which is a month earlier than scheduled. He thanked everyone, especially Lt. Martell, for their help in keeping the process moving. Short discussion followed regarding the training

VEHICLES: O'Conner asked Ward if there was a meeting scheduled for the Apparatus Committee and Rancourt said there was a tentative meeting set for September 8th. Ward noted that the objective of the meeting would be to use the meeting as a financial exercise to start on the replacement schedule that can be used going forward.

VOLUNTEERS: The Chief said that they still need to deal with the volunteer issues and that they could discuss them in Executive Session.

SAFETY: O'Connor reported there no one was currently out with COVID.

GRANT: Chief O'Connor said that training for special teams (rope ops) under the grant is starting to get in the works and that he will have more information by the next meeting.

ESO: Chief O'Connor said that Lt. Ryan sent some stuff for Assets & Checklists to ESO and they have put it into the module so they are starting to see some results for all of the work being done. He said that Paychex is still reviewing the information he sent to them and that he will reach out to them next week to follow up. Short discussion followed regarding the reporting side of the program and the anticipated time frame to complete everything. Komorsky brought up the importance of tracking preventative maintenance on the vehicles. Lengthy discussion followed regarding the preventative maintenance and tracking it.

EXECUTIVE SESSION: The Chief said he had two personnel/membership items and one administrative item for Executive Session.

- **EMS Administrator –**

EMS Administrator Michael Benenati congratulated the crew that was involved in the cardiac arrest call that Secretary Le mentioned (Letter from Raymond & Barbara Miuccio) and noted how remarkable it was. He said that lots of people give up resuscitation efforts after 20 minutes but the

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crew chose not to do that and that decision made a profound difference in the impact of the case. He detailed the importance of the crew providing high quality care and the equipment that was used. He then thanked the Board for their support in purchasing the necessary equipment. Discussion followed regarding field terminations of arrests and the skill and dedication of the staff.

EMT TRAINING: Benenati reported that Bob Michael recently completed his EMT skills training at Dutchess Community College and is waiting to take his NYS written exam. Benenati said he has been working to get the EMS Orientation & Training Manual out to Michaels and also encouraged him to come in to work on his new skills. Short discussion followed regarding the training for a new EMT. Benenati noted that he has been working on EMS Training Attendant forms with Judy (Coffin).

REHAB SUPPLIES: Benenati thanked the Board for suggesting he sign up for BJ's delivery and all went well with the first order. He said he and the secretary discussed it and determined it was cost effective to pay the annual delivery fee instead of having to drive there to pick up the needed supplies.

SERVICE AGREEMENT: Benenati said he was working on service for the LifePak 15s and the Lucas devices as well as a service contract with Stryker for the powerload stretchers.

UPDATES: Benenati said the Chief, Deputy Chief, and himself have spent a considerable amount of time over the past week on (vehicle) breakdowns and noted they will be taking 72 down to VCI soon. He noted that he was still working on the Nitrous Oxide as well as a receiving procedure and policy for the District.

- **Deputy Chief –**

UPDATES: Deputy Chief Anthony Champion reported that the window films have been put in at Station 1 and that they look wonderful and will save money in the long run.

STATION 2 OFFICE SPACE: DC Champion said he has met with two of the four contractors that he has contacted and they are working on some preliminary drawings and quotes and he hopes to have them by the next meeting or the one after. Short discussion followed regarding the scope of work.

MECHANIC HELPERS: Champion gave a brief update on the items he is reviewing from civil service and said he should have more for the Board at the next meeting.

MIG GRANT: DC Champion said there was a price increase for the MagneGrips from the quoted price of \$43,695 that was submitted (and awarded) for the MIG Grant. He said the increase is \$3755 for parts and labor and the District would have to cover the increased amount. He noted the set install for the work was mid-October. Short discussion followed in regards to working around the apparatus for the installation.

APPARATUS REPAIRS: Champion reported on the recently completed vehicles repairs as well as the ones that are still being addressed.

- **Lieutenants**

MIG GRANT: Lt. Kyle Rancourt asked who oversees the partnership with Arlington on the MIG Grant and brought up concerns about getting training to all of LaGrange's staff under the grant. Lengthy discussion followed regarding LaGrange getting equal training in the grant.

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VEHICLES: Lt. Rancourt said that he put out the bid on the NYS Vehicle Marketplace and one dealer informed him that they are expecting some in October/November. He said that right now it is listed as one, but that the District needs two. Short discussion followed about the specifications for the vehicle.

STATION 1: Lt. Rancourt said he was finding it difficult to get the magnitude estimate done for Station 1. Discussion followed regarding construction documents and budgeting for the work.

EXECUTIVE SESSION: Lt. Rancourt said he had one contractual item for Executive Session.

- **Department** – (no report)
- **Union** –
Union President Kyle Rancourt just reminded the Board that they had a meeting on September 7th.

OLD BUSINESS:

- **EMS Billing (Proclaim Agreement)** – Sassi said the Board should have received a copy of the final draft of the agreement with Proclaim that came back from the attorneys. He noted that it involved several months of discussions then several weeks of getting the language right to make sure the District was properly protected. Komorsky asked about the rates and Sassi said that agencies in the area use a BLS emergency rate of \$1500, ALS emergency rate of \$2200, ALS 2 rate of \$3000, and a loaded mile rate of \$35 then noted that medications and interventions are not broken out a la carte in the billing. Discussion followed regarding the rates.

Upon a MOTION made by Ward and SECONDED by Burns, the Board RESOLVED to approve the agreement using the ProClaim best practice for billing rates. Further discussion followed regarding the rates. Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky – Aye. **Motion Carried.**

Sassi thanked the Board for the approval and noted the committee was Commissioner Ward, Lt. Lopes, Pozniak, and himself. He gave some information on the next steps and the onboarding process. Short discussion followed regarding the NPI number.

Secretary Le informed the Board that Jeff Lenkowski was in the meeting via Teams to go over the phone system but that he had a hard stop at 8:30. Komorsky said they could jump to the phone system on the agenda.

- **Phone System** – Lenkowski said they have Cisco quotes for on premise and cloud-based systems. He said he met with Superior the other day who will be coming back with four different options and have pricing by next week. Short discussion followed regarding a replacement digital phone system. Lenkowski said that he is also waiting on one more quote pending a response from Blue Dragon Solutions. Further discussion followed in regards to getting prices by the next meeting.

Lenkowski said the Board also asked him to look into upgrading the internet for Station 1 but that there were only two options – Optimum or Frontier. He said that Optimum currently has a commercial deal where you could get gigabit contracted for two years for \$199. He recommended going that route and said he is waiting on their representative to contact him. He recommended moving the Station 3

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service to (Verizon) Fios for stability. Discussion followed regarding the service at Station 3. Komorsky said the Board was ok with Lenkowski going forward to get pricing on the Fios.

Lenkowski noted that the Dell server order has been placed but it is not expected to ship until the first week of October.

- **Station 1 Update** – Discussed in Lieutenants report.
- **Station 2 Transfer Switch & Roof** – Ward said that he spoke to Greg (Bolner) briefly and learned that the transfer switch is done and they are just waiting for Central Hudson to make the connect. Ward said that Mike Hekle updated the (roof) agreement and Bolner made the changes so the AIA document A101-2017 reflects the changes as suggested by legal counsel. Bolner said once the work gets started it will take 2-3 weeks and the vendor takes full responsibility for any protection of the roof during construction if it rains. Short discussion followed about the existing equipment on the roof. Pozniak asked if it was off of state bid and Bolner said it is through a co-op and is basically a co-operative bid. Pozniak restated that it was a co-operative bid that meets the standards of New York State.

Upon a MOTION made by Burns and SECONDED by Sassi, the Board RESOLVED to accept the LaGrange Fire District Roof Restoration (agreement) for areas 1, 2, 2A, 3, & 4 (agreement attached). Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky – Aye. **Motion Carried.**

Ward said that the next step would be to get language for the resolution for a permissive referendum and asked Secretary Le to add that to the agenda for the next meeting.

- **Station 1 Drains** – Chief O'Connor said that he talked to Steve (Turner) and that the steel was in and after some modifications, the work will start next week.
- **Doors** – O'Connor said he is still waiting on delivery of the door at Station 1 but the doors at Station 2 are all done. Short discussion followed about when to expect the delivery of the door.
- **Station 2 Water Treatment/Softener** – Komorsky said they have a proposal from Redemption Mechanical and that he spoke to Steve Turner about the report on the water and learned that the water is incredibly hard and some of the chemicals affect the water softener. Komorsky read the proposal (attached).

Upon a MOTION made by Ward and SECONDED by Burns, the Board RESOLVED to approve the proposal. Komorsky opened the floor for discussion. Sassi said he sees the number for hardness which is pretty consistent in the town but he said he wasn't clear on the whether the Station needs the carbon filter because he doesn't see the report. He said he would like to get a second opinion on the water. Motion rescinded.

- **Station 2 Office Space** – Addressed in Deputy Chief's report.
- **Website** – Safety Officer Nate Herring-Trott said he submitted a couple tickets about the website changes discussed at the last meeting and will reach out to check the status of them. He said the public calendar is up and is viewable.

He said that Safety Day is moving along nicely and they should have a good amount of entertainment for the day. He said it will be October 1st (first Saturday in October) and he hopes to have the final budget for Fire Prevention month by the next meeting.

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Herring-Trott gave updates on the Sparrow's Nest event and the countywide fire prevention event. Next he received a request from Pleasant Valley to participate in one of their parades in September but had to respectfully decline as there wasn't a driver available for the event. He asked them to keep the District in mind for next year. Short discussion followed regarding the events and details for Safety Day.

Sassi said that ProClaim provided some graphics that can be used on the website or social media and he sent them to Herring-Trott to use for the website. Discussion followed about adding information on the website regarding questions about billing.

O'Connor gave more details about the countywide fire prevention event and noted that they are considering holding it at Arlington High School next year. Further discussion followed regarding the event.

Herring-Trott said that the Stop-DWI program should have details finalized by the week.

- **Mechanics Helper** – Covered in Deputy Chief's report.
- **Building Repairs/Repair Requests** – Komorsky said he would be meeting with Jason Lopes on the bathrooms at Station 2 and report back to the Board. O'Connor said that the LED lighting upgrade has been completed by the vendor through Central Hudson. He said he has been working with Redemption on the ice maker at Station 2 and found a replacement. Short discussion followed regarding the ice maker.

NEW BUSINESS:

- **Healthcare and Mental Hygiene Worker Bonus** – Addressed in Treasurer's Report.

ABSTRACT: \$53,878.67

Upon a MOTION made by Ward and SECONDED by Burns, the Board RESOLVED to approve the abstract to pay the bills for the month of August for \$53,878.67. Burns – Aye, Pignataro – Aye, Sassi – Aye, Ward – Aye, Komorsky - Aye. **Motion Carried.**

OLD BUSINESS: (cont.)

- **SURPLUS ITEMS** – DC Champion said he spoke to Premier about some of the items for disposal in the Conex container and listed the ones they would like to purchase. He said they offered \$16,850 for the items but, after discussions with the District's mechanic helpers, he feels it is a low bid. Lengthy discussion followed regarding the items and whether or not to relist them with lower reserves.

PUBLIC COMMENTS:

At 8:41 pm, Komorsky opened the Public Comments portion of the meeting. There were no public comments.

EXECUTIVE SESSION:

At 8:42 pm, upon a MOTION made by Sassi and SECONDED by Pignataro, the Board RESOLVED to go into Executive Session to discuss one personnel issue from Komorsky, one contractual item from Lt. Rancourt, three membership items and one administrative item from Chief O'Connor. Burns – Aye, Pignataro - Aye, Sassi – Aye, Ward – Aye, Komorsky - Aye. **Motion Carried.**

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OPEN SESSION & MEMBERSHIP:

At 9:42 pm the Board resumed Open Session.

Komorsky noted that the Board of Fire Commissioners has reviewed the Tompkins accounts: General Fund Checking, General Fund Money Market, Land & Building Reserve, General Fund Personnel Services, Trust & Agency checking, and the Apparatus reserve account. He requested that Le prepare the agenda for the 9/13/22 meeting with the items discussed by the Board.

Upon a MOTION made by Ward and SECONDED by Sassi, the Board RESOLVED to drop the members as identified by the Chief from District membership. Burns – Aye, Pignataro - Aye, Sassi – Aye, Ward – Aye, Komorsky - Aye. **Motion Carried.**

ADJOURNMENT:

At 9:46, upon a MOTION made by Sassi and SECONDED by Pignataro, the Board RESOLVED to adjourn the meeting. Burns – Aye, Pignataro - Aye, Sassi – Aye, Ward – Aye, Komorsky - Aye. **Motion Carried.**


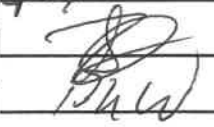
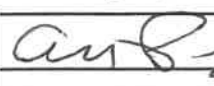

Respectfully submitted,

Bria Le – District Secretary

Approved by the Board of Fire Commissioners on 9/13/22

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| LFD ABSTRACT | | 8/23/2022 | |
|--------------------|--|-------------|---|
| V # | VENDOR | Amount Due | Description |
| V603 | Ameritas ✓ | ✓ 839.72 | Sept dental ins premium for MB, BL, SM, TO, BW |
| V604 | Bottini Fuel ✓ | ✓ 2,015.01 | Diesel Fuel Station 2 |
| V605 | Cryo Weld ✓ | ✓ 110.50 | Compressed Oxygen |
| V606 | CPL Architecture Engineering Plannin ✓ | ✓ 182.00 | Station 2 Roof Rehab |
| V607 | Central Hudson ✓ | ✓ 1,018.92 | Station 3 Electric and Lights 7/12 - 8/10 |
| V608 | Central Hudson ✓ | ✓ 30.24 | Station 3 Light Charges 7/18 - 8/11 |
| V609 | Fleet Pride ✓ | ✓ 628.59 | Batteries - combination of Inv 101512146 & CM 101523944 |
| V613 | Hopewell Fire Apparatus Service ✓ | ✓ 320.00 | 47-32 Repair for side dump shoots |
| V610 | HAIX ✓ | ✓ 460.55 | Boots |
| V611 | HAIX ✓ | ✓ 2,178.52 | Boots |
| V612 | HAIX ✓ | ✓ 459.45 | Boots |
| V615 | K & J Devens ✓ | ✓ 10,503.00 | Station 2 door repairs as approved at 3/8/22 BoFC Regular Mtg |
| V616 | K & J Devens ✓ | ✓ 309.37 | Supply and install a new heavy duty foor closure |
| V617 | M & O Sanitation ✓ | ✓ 714.95 | Pump Septic - Station 2 |
| V618 | Mass Mutual ✓ | ✓ 353.90 | Joseph Kile annual premium life insurance |
| V619 | Mass Mutual ✓ | ✓ 419.50 | Scott Merritt annual premium life insurance |
| V620 | Mass Mutual ✓ | ✓ 691.50 | Frederick Wern annual premium life insurance |
| V614 | Mass Mutual ✓ | ✓ 259.75 | Kyle Rancourt annual premium life insurance |
| V621 | Medical Warehouse ✓ | ✓ 672.93 | EMS Supplies |
| V622 | Medical Warehouse ✓ | ✓ 663.46 | EMS Supplies |
| V623 | Medical Warehouse ✓ | ✓ 132.14 | EMS Supplies |
| V624 | Medical Warehouse ✓ | ✓ 93.75 | SSCORT 3 (Model 64000) Battery |
| V627 | Medical Warehouse ✓ | ✓ 17.80 | EMS supplies - .9% Sod Chl 100ml IV Bag (4) |
| V626 | Medical Warehouse ✓ | ✓ 2,032.94 | EMS Supplies |
| V625 | Medical Warehouse ✓ | ✓ 71.80 | 4 boxes of 100 Orange Lightning Nitrile Gloves |
| V629 | MES ✓ | ✓ 146.28 | Tactical S/S Polo |
| V628 | MES ✓ | ✓ 108.10 | Cylinder Valve Repair |
| V632 | Optimum ✓ | ✓ 116.70 | Station #1 Cablevision |
| V633 | Optimum ✓ | ✓ 160.16 | Station #3 Cablevision |
| V633 | Optimum ✓ | ✓ 71.51 | Station #2 Cablevision |
| V630 | Optimum ✓ | ✓ 163.84 | Station #2 Internet |
| V634 | Paragon Micro ✓ | ✓ 4,670.97 | Ck pt Quantum Spark 1550 security appl & susscription |
| V635 | Precision Automotive ✓ | ✓ 1,935.43 | Brakes for Front and Rear 47-8 |
| V636 | Premier Fire Apparatus ✓ | ✓ 1,633.48 | Service on 47-12 |
| V637 | Ringsquared ✓ | ✓ 435.55 | Station 2 and 3 Telephone |
| V638 | Ruge's Chevrolet ✓ | ✓ 69.88 | Repairs on 47-85 |
| V643 | Stryker ✓ | ✓ 211.65 | RC Patient Cable |
| V640 | Stryker ✓ | ✓ 342.72 | 12 Lead ECG Cable Trunk Cable |
| V639 | Stryker ✓ | ✓ 257.37 | Electrodes with QUIK-COMBO Connection for LP-12 |
| V642 | Stryker ✓ | ✓ 2,386.80 | 3 year service agreement, LUCAS, 1st of 3 yearly payments |
| V641 | Stryker ✓ | ✓ 420.00 | LUCAS Disosable Suction Cups |
| V645 | Town of LaGrange ✓ | ✓ 54.26 | Water for the quarter 5/4 - 8/1 2022 |
| V644 | Timely Payment Administrators ✓ | ✓ 4,369.99 | Vision & Dental Insurance |
| V646 | Uline ✓ | ✓ 147.84 | Bottles w sprayers, trash liners, trash can |
| V649 | Verizon Wireless ✓ | ✓ 695.98 | Cell phones for the period 7/12 - 8/11 |
| V648 | Verizon ✓ | ✓ 139.00 | Cable and Internet for the period 8/18 - 9/14 Station 2 |
| V647 | Verizon ✓ | ✓ 28.04 | Modem account 7/11 - 8/10 |
| V650 | VCI Emergency Vehicle Specialists ✓ | ✓ 8,606.60 | Repair 47-71 as approved at BOFC Reg Meeting 2/22/22 |
| V651 | VCI Emergency Vehicle Specialists ✓ | ✓ 1,223.57 | Parts for repair of 47-71 |
| Total Unpaid Bills | | 53,576.01 | |
| Paid Bills | | | |
| V652 | Paychex | 157.83 | Payroll Processing Fees for w/e 8/7 |
| V653 | Paychex | 144.83 | Payroll Processing Fees for w/e 8/14 |
| Total Paid Bills | | 302.66 | |
| TOTAL SUBMITTED | | 53,878.67 | Commissioner Signatures: |
| changes listed: | | |  |
| | | |  |
| TOTAL APPROVED | | |  |
| KEY: | | | |
| pre-paid | | | |
| Paid | | |  |

AGREEMENT FOR AMBULANCE BILLING SERVICES

THIS AGREEMENT made this ____ day of ____, 202 , by and between **PROCLAIM SERVICES, INC.**, a New York corporation, with a business address of P.O. Box 626, Tarrytown, NY 10591 (hereafter, “ProClaim”), and La Grange Fire District, a _____ located at 504 Freedom Plains Road, Poughkeepsie, NY 12603. (hereafter, “Client”).

WHEREAS, ProClaim provides claims filing and patient billing services to health care providers, including ambulance and emergency medical service organizations; and

WHEREAS, such services include filing medical insurance claims with insurance companies and governmental authorities through electronic means (hereafter, “Claims Processing”), and direct billing to patients (hereafter, “Billing Services”); and

WHEREAS, Client provides ambulance services for which it is eligible for payment or reimbursement by patients, insurance carriers, governmental agencies, employers and others consistent with applicable law; and

WHEREAS, Client issued a certain Request for Proposals with respect to ambulance billing services (the “RFP”) and ProClaim submitted a proposal in response thereto which Client considered the most appropriate of all that were received (the “Proposal”), and Client desires to engage ProClaim to provide Claims Processing and Billing Services for Client in accordance with the terms of the RFP and the Proposal.

NOW, THEREFORE, ProClaim and Client hereby agree as follows:

1. **DUTIES OF CLIENT.** Client agrees to do the following at its sole cost and expense:
 - a. Exclusively engage ProClaim to provide Claims Processing and Billing Services according to the terms and conditions provided herein. Client agrees that it will not enter into any contract, agreement, arrangement or understanding with any other entity or person, the purpose of which is to provide for the same or substantially similar services during the term of this Agreement unless the parties agree otherwise as set forth in writing in an Addendum to this Agreement.
 - b. Use its best efforts to obtain complete and accurate information necessary for Claims Processing and Billing Services and promptly provide such information to ProClaim. Such information includes, but is not limited to, complete, accurate, and prompt: (i) billing information, including patient care reports, which satisfy all signature requirements, including Medicare’s then current signature and authorization

requirements, (ii) notification to ProClaim (within 24 hours of Client's receipt of such notification) of each person or entity who has paid an invoice billed by ProClaim on the Client's behalf, and (iii) all supplemental forms and reports required for billing such as, but not limited to, Advanced Beneficiary Notifications, Physician's Certification Statements (PCSs), and a copy of the patient care report Life Support Incident Report where applicable.

- c. Maintain its qualifications to provide ambulance services, including maintaining all required state, local and/or federal licenses, permits, certificates or enrollments (collectively "Licenses"), and to remain in good standing with Medicare, Medicaid, and all other state and federal health care programs. Client shall be responsible to maintain an active, valid Medicare provider number, and to obtain a National Provider Identifier (NPI) number prior to the deadline established by applicable federal law. Client expressly represents and warrants that it will not submit claims for processing by ProClaim if Client has actual knowledge that claim is ineligible for payment or reimbursement, or if Client is ineligible for payment by any third party payers as a result of its licensure status, exclusion or other sanction with such payer or program, or other legal impediment, and that it will promptly notify ProClaim of any suspension or revocation of its license or exclusion from any state or federal health care program or any change in ownership or management of Client.
- d. Provide ProClaim with a copy of its current Licenses as applicable to this Agreement and forward all updates of these documents to ProClaim when such Licenses are renewed.
- e. Input all Patient Care Reports (PCRs) electronically, using electronic tablets supplied by ProClaim, and transmit the PCRs to ProClaim electronically. PCRs must document the Required Documentation listed in Paragraph 1(f), below.
- f. Provide ProClaim with PCRs and accompanying documentation containing accurate information and the data required by ProClaim to perform Claim Processing and Billing Services. Such information (hereinafter referred to as "Required Documentation") includes, but is not limited to:
 - i. Patient Name, Address and Telephone Number;
 - ii. Billing authorization signature in accordance with Medicare guidelines;
 - iii. Patient Date of Birth;
 - iv. Patient Social Security Number;
 - v. Physician Certification Statement or other physician order where required by law for non-emergency trips;
 - vi. Date of Service;
 - vii. Patient Medical Condition (including information about the patient's reported condition at the time of dispatch, the patient's chief complaint and the patient's condition at the time of transport);

- viii. Services Rendered and Treatment Provided (including assessments, interventions and other care);
 - ix. Origin and Destination addresses with accompanying zip codes, odometer readings/loaded mileage (to the nearest tenth of a mile);
 - x. Information on whether the patient is a subscriber of Client's subscription program;
 - xi. All necessary and available insurer or payer information, including: identity of payer, group or plan numbers, patient's; insurance/Medicare/Medicaid number, and other similar information;
 - xii. Reason for patient transport;
 - xiii. Advance Beneficiary Notice of Noncoverage (ABN) forms, when required;
 - xiv. Other information, as may reasonably be required by ProClaim. ProClaim reserves the right reasonably to modify this list of Required Documentation at any time in accordance with new or revised payer requirements. Delivery of PCRs and other Required Documentation shall be at the sole expense of Client.
- g. If Client decides to enter into a joint billing agreement, Client shall be responsible for providing ProClaim with a copy of any joint billing agreements, the PCR from the other party to the joint billing agreement and all relevant supporting documentation including rates and fee schedules associated with the joint billing agreement.
- h. Cooperate with ProClaim in the implementation of the electronic software "bridge" necessary to ensure reliable and secure transfer of electronic information for the purpose of electronically transferring PCR data to ProClaim and bear all costs of the development and implementation of the "bridge."
- i. In accordance with appropriate payer guidelines, obtain the signature of the patient or other authorized representative of the patient, to the best of Client's ability, on each call and maintain a record/database of said information to notify ProClaim of signature status upon request.
- j. Obtain a PCS form on all trips where required by law, maintain a file or files of such information for future reference, and provide copies of all PCS forms to ProClaim.
- k. Use the rate schedule set forth in Appendix A and provide ProClaim with a copy of contracts and agreements which pertain to Client's billing or charges for services.
- l. Notify ProClaim of any desired changes in billing charges for services not later than thirty (30) days prior to the effective date of such charges. Client also agrees to notify ProClaim of changes in any of Client's billing policies or contracts not later than thirty (30) days prior to the effective date of said charges.

- m. Report all payments made directly to Client promptly after Client's receipt of the same.
 - n. Cooperate reasonably with ProClaim so as to enable ProClaim to meet its obligations hereunder. In the event that Client's approval is required in order for ProClaim to fulfill any obligations it may have under this Agreement, Client shall not unreasonably withhold, condition or delay its approval.
 - o. In writing, notify ProClaim of any customized needs (reporting, scheduling, etc.). Client understands that the processing of customized needs may entail additional charges to Client by ProClaim.
 - p. Designate to ProClaim a depository or "lock box" account to which funds may be directly deposited without the necessity of ProClaim negotiating checks made payable to Client.
 - q. Acknowledge that ProClaim must rely upon the accuracy and completeness of the information provided to ProClaim by client to enable ProClaim to perform Claims Processing and Billing Services for Client. ProClaim is not in a position to verify the accuracy or completeness of the information provided by Client. By forwarding any information to ProClaim, Client expressly represents and warrants that the information is complete and accurate to the best of Client's actual knowledge, and that ProClaim may rely upon the completeness and accuracy of any such documentation in performing its Claims Processing and Billing Services under this Agreement.
- 2. APPOINTMENT AS AGENT.** Client hereby appoints and designates ProClaim as its agent for the limited purpose of receiving payment due and payable to Client from third party payers and financially responsible parties, and billing and corresponding with insurance companies, government agencies, and patients regarding the submission, processing, and collection of claims and bills, to the extent permitted by law. Any insurer, government agency, or other payer of claims and bills is authorized to rely upon this written delegation of authority in its dealings with ProClaim regarding claims from Client. Client hereby authorizes ProClaim to negotiate payment arrangements and partial payments with patients in accordance with Client's written financial hardship policy, attached hereto as Appendix D. Nothing in this Paragraph shall be deemed to effect a reassignment of benefits where not authorized by law.
- 3. DUTIES OF PROCLAIM.** ProClaim agrees to perform the following duties (collectively referred to as the "Services") on behalf of Client promptly, professionally and in compliance with all applicable laws:
- a. Provide Client with a schedule for the submission of Required Documentation to ProClaim. For purposes of this Agreement, "Required Documentation" shall consist of those items detailed in Paragraph 1(f) of this Agreement,

which include, among other things, Patient Care Reports (PCRs), Physician Certification Statements (PCSs), patient authorization signatures, Advance Beneficiary Notice of No coverage (ABNs) and other documentation necessary for ProClaim to perform its Claims Processing and Billing Services under this Agreement. All Required Documentation must be signed in accordance with applicable laws, regulations and payer guidelines.

- b. Review the Required Documentation, based on the information supplied by Client, for completeness and eligibility for reimbursement and to assure compliance under applicable laws, regulations, and payer rules, applicable to the date the ambulance services were rendered. If any Required Documentation is missing, ProClaim will request necessary documentation from Client.
- c. Provide Client with necessary electronic tablets so that Client can complete electronic Patient Care Reports. ProClaim will interface and download Patient care reports from this server as necessary to properly bill the patient for services.
- d. Assist Client with the implementation of the electronic software “bridge” necessary to ensure reliable and secure transfer of electronic information for the purpose of electronically transferring PCR data to ProClaim.
- e. As defined in Section 8 of this Agreement, promptly prepare and submit claims deemed complete by ProClaim and in conformance with this Agreement for electronic submission to the carrier, insurance company, patient or other payer, as appropriate, based on payer information supplied by Client. Claims unable to be submitted electronically will be submitted on paper. In the event that ProClaim reasonably deems the Required Documentation to be incomplete or inconsistent, ProClaim will promptly notify Client that additional information may be required to process the claim, and ProClaim will return any or all of the Required Documentation to Client that ProClaim reasonably determines to be incomplete or inaccurate and will not be responsible to submit any claims with insufficient documentation. ProClaim will make a decision regarding the appropriate coding and payer for submission of the claim based on the information supplied by Client. Client understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. Nevertheless, ProClaim will make its best efforts to obtain reimbursement as often as possible. ProClaim makes no representation or warranty that all claims are payable or will be paid. Client shall have the opportunity to review claims that are denied for improper coding. If payment is denied because of improper coding, ProClaim will change the coding and resubmit the claim at no extra cost to the Client. ProClaim will not change the coding where it was proper and/or when ProClaim intentionally billed the claim to receive a denial because the claim was not payable under applicable payer rules.
- f. Promptly post payments made on Client’s behalf by patients, third party payers and others, as defined in Section 8 of this Agreement.

- g. Promptly deposit into the bank account designated in writing by Client all funds received by ProClaim from Claims Processing and Billing Services, as defined in Section 8 of this Agreement.
- h. All aging reports, payment day sheets, cash receipts reports and deposit reports detailing charges shall be provided monthly for each patient and payments received on patient accounts.
- i. Unless otherwise directed by Client, make reasonable collection efforts for the collection of co-payments, deductibles or other patient balances, to include the preparation of invoices and reminder statements to patients, supplemental insurers or other financially responsible parties at intervals agreed upon by the parties.
- j. Forward overdue accounts to First Financial Resources, Inc. ProClaim is not a collection agency and bears no responsibility for the conduct of any collection activities undertaken by Client or First Financial Resources. First Financial Resources, Inc. fees for service will be collected from the amounts it recovers on behalf of the Client as set forth in Appendix B.
- k. Implement desired changes in billing charges for services within thirty (30) days of Client notification.
- l. Promptly perform follow-up on all outstanding claims and accounts.
- m. Promptly notify Client of any overpayments and/or credit balances of which ProClaim becomes aware that must be refunded by Client in accordance with Section 8 of this Agreement. Client bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patients, or other payers or insurers, and agrees to make such refunds when and within the time frames required by law. ProClaim shall assist Client in processing such refunds, but all refunds are to be made solely with Client's funds, and ProClaim has no responsibility to make such refunds unless and until Client transfers such funds to ProClaim for this purpose. ProClaim shall not advance funds on behalf of Client for this purpose. Client acknowledges that federal law requires that any overpayments made by Medicare or any other federal health care program be refunded within 60 days of the identification of any such overpayments.
- n. Mail invoices to patients or financially responsible parties for copayment and deductible obligations where required by law or requested to do so by Client. Circumstances under which ProClaim may not bill for copayment and deductible obligations are limited to the following:
 - i. Pursuant to an actuarially sound membership or subscription program in accordance with the provisions of this Agreement;

- ii. All reasonable collection attempts have been exhausted;
- iii. The patient is known to be indigent; or
- iv. In accordance with the guidance set forth by the Office of Inspector General.

4. SPECIFICALLY EXCLUDED DUTIES OF PROCLAIM. Notwithstanding anything in this Agreement or understanding of the parties to the contrary, ProClaim shall not be responsible for the following:

- a. Negotiating any checks payable to Client, though ProClaim may receive funds as an agent of Client for transmittal to Client where permitted by law;
- b. Accepting reassignment of any benefits payable to Client;
- c. Providing legal advice or legal services to Client, any of Client's patients or payers, or anyone acting on Client's behalf;
- d. Providing collection agency services or filing or pursuing legal actions for payments due to Client, although ProClaim may forward collection accounts to a collection agent of ProClaim's choosing, First Financial Resources Inc., at ProClaim's discretion and at Client's expense as set forth in Appendix B;
- e. Obtaining physician medical necessity certifications;
- f. Supplying Client with blank physician certifications or medical necessity forms, although ProClaim may from time-to-time provide Client with forms for its copying or use, as appropriate;
- g. Monitoring the actuarial soundness of Client's membership or subscription program;

5. RECORD OWNERSHIP AND ACCESS.

- a. Ownership of Documents generated or acquired in the course of providing Services hereunder and maintained by ProClaim shall vest in the Client upon Client's payment to ProClaim for the performance of the Services associated with said Documents. Documents will be stored electronically using the platform supplied by ProClaim and will be made available to the Client at Client's request. ProClaim will store and maintain all Documents in accordance with the applicable state record retention schedules. ProClaim will assist Client in making timely responses to all public records requests in accordance with the requirements of the New York State Freedom of Information Law or the Federal Freedom of Information Act.

- b. Costs for large amounts of copies of documents (defined as beyond the normal daily claim handling requirements) shall be invoiced to the Client by ProClaim at a reasonable rate.
- c. Should this Agreement be terminated for any reason, all Client documents shall be provided to the Client in the format of Client's election, within 60 days of termination.
- d. Upon termination of this Agreement, Client is responsible for notifying all payers, patients, and other correspondents of its new address, phone and/or fax numbers for billing or payment purposes. Notwithstanding any other provisions of this Agreement to the contrary, ProClaim will not be responsible for mail, deliveries, faxes, messages or other communications sent in Client's name to ProClaim after the effective termination date of this Agreement.
- e. Client agrees that any or all documents may be copied and maintained, consistent with applicable law, by ProClaim prior to their removal from ProClaim premises in the discretion of ProClaim at the sole expense of ProClaim.
- f. Client understands that all electronically stored information in the computer billing system is the property of ProClaim. Client accepts that ProClaim is under no obligation to remit any electronic data that is part of the computer billing process. ProClaim will delete all electronic files upon contract termination unless doing so would violate federal, state, or local law.
- g. Client is only entitled to copies (reports, electronic media disks, etc.) of data related to claims filed on behalf of the Client.
- h. Schedules, events and other parts of the ProClaim computer processes are proprietary to ProClaim and Client accepts that this information will not be made available to the Client under any circumstance. This section does not preclude Client access to patient information.
- i. ProClaim shall be responsible for data storage and disclosure in compliance with the requirements of the New York State Freedom of Information Law or the federal Freedom of Information Act and any other applicable state or federal laws.

6. MEDICARE OR OTHER PAYER AUDITS.

- a. Client shall promptly notify ProClaim if there has been any prepayment audit or review, post payment audit or review, carrier, insurer or governmental investigation or other inquiry into billing practices/methods utilized by Client and/or ProClaim during the term of this Agreement.

- b. The Client bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation, provided that Client shall have no responsibility to provide or pay for any legal defense of ProClaim or its practices or personnel. ProClaim shall assist Client in producing any records or documents in its possession which pertain to or are necessary for a prepayment audit or review, post payment audit or review, carrier, insurer or governmental investigation or other inquiry into billing practices/methods utilized by Client and/or ProClaim and may charge Client a reasonable fee for copying or retrieval of such documents limited to its actual costs.
 - c. Client is solely responsible for repaying any overpayments or recoupments sought or imposed by any carrier or payer.
 - d. In the event of an audit by a public or private insurer, which results in a refund or penalty paid by Client, ProClaim will refund all fees collected for the related claims commensurate with the amount paid to any insurer by the Client.
7. **DISPOSITION OF FUNDS.** All funds received by ProClaim through the performance of Services under this Agreement on behalf of the Client, from third party payers, patients, or other sources shall be the property of the Client. Funds will be forwarded directly to Client or deposited into a Client account as directed by Client. ProClaim shall not accept a reassignment of any benefits where prohibited by law.
8. **PROMPT COMPLETION OF SERVICES BY PROCLAIM.** All claims will be filed within five (5) business days of receipt of complete and accurate information from Client. All billings will be sent within ten (10) business days of receipt of responses to filed claims. ProClaim makes no representation or warranty whatsoever as to whether or when any claims filed or bills submitted will be honored or paid by patient insurance carriers, government programs, or patients.
9. **NO RESPONSIBILITY FOR DELAYS.** Client agrees that ProClaim will not be responsible, in any manner, for the failure of Client to receive timely payment of any claim or bill submitted by ProClaim as set forth herein. Client agrees that ProClaim shall not be held responsible for any delays in the filing or processing of claims or bills caused by or arising from insufficient or incorrect information provided by Client.
10. **PROCLAIM ERRORS.** PROCLAIM AGREES THAT IF A CLAIM OR BILL IS NOT TIMELY SUBMITTED, OR MUST BE RESUBMITTED DUE TO AN ERROR ON THE PART OF PROCLAIM, THEN THE RE-SUBMISSION SHALL BE COMPLETED BY PROCLAIM WITHOUT CHARGE TO CLIENT
11. **NON-LIABILITY FOR DAMAGES.** PROCLAIM SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY, ABOVE

AND BEYOND THE FEE REDUCTION PROVIDED IN THIS AGREEMENT IN CLAIMS PROCESSING OR BILLING SERVICES WHEN SUCH DAMAGES ARE DUE TO THE ACTS OR OMISSIONS OF CLIENT, INCLUDING INACCURATE DOCUMENTATION SUBMITTED TO SOLUTIONS BY CLIENT.

12. INDEPENDENT CONTRACTOR RELATIONSHIP. Client and ProClaim agree that ProClaim is an independent contractor for Client and not an employee. ProClaim shall not have any authority to compromise claims or otherwise bind Client except as expressly set forth in this Agreement.

13. HIPAA COMPLIANCE.

The parties hereto shall, in accordance with all applicable federal and state laws, including without limitation, the applicable requirements of the Health Insurance Portability and Accountability Act of 1996, and regulations from time to time promulgated thereunder, maintain and safeguard the confidentiality of all Required Documentation and other information generated in connection with the Claims Processing and Billing Services provided under this Agreement. Additionally, the parties agree to execute the Business Associate Agreement (“BAA”) set forth in Appendix C to this Agreement, and the BAA is incorporated by reference into this Agreement. The parties agree to take such action as is necessary to amend the BAA and this Agreement from time to time as is necessary in order to comply with the requirements of HIPAA.

14. COMPLIANCE

- a. ProClaim will conduct its activities and operations in compliance with this Agreement, as well as all state and federal statutes, rules and regulations.
- b. Client shall conduct its activities, operations and documentation in relation to this Agreement in compliance with all applicable state and federal statutes, rules and regulations. Client expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services, and that all of Client’s personnel are appropriately licensed and/or certified to furnish the services provided by Client.
- c. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice agrees to notify the other party within thirty (30) days so the other party may appropriately address the matter.
- d. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or federal health care program.

- e. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.
- f. Non-Engagement of Individuals on the OIG Exclusion List. The parties further warrant that each will take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Service, to ensure that it does not employ or otherwise engage individuals who have been excluded from participation in federal health care programs. The parties agree to periodically check the OIG exclusion website to ensure that employees, volunteers and all others providing services for each respective organization are not excluded. The website is: <http://exclusions.oig.hhs.gov>.

15. CLIENT'S USE OF PROCLAIM'S SOFTWARE AND/OR HARDWARE.

During the term of this Agreement, Client may be authorized to use software and/or hardware provided by ProClaim (hereinafter "software and hardware"). The software and hardware is protected by copyright and other intellectual property laws and remains the property of ProClaim. By using ProClaim's software and hardware, Client agrees to be bound by the terms of this Agreement and any other licensing or usage agreements for the software that Client may be required to enter into prior to using the software and hardware provided such agreements are presented to Client for consideration and execution prior to such first use.

- a. **Grant of License.** ProClaim hereby grants Client the right to use the software and hardware for Client's use. Client may not share ProClaim's provided hardware and is prohibited from making the software available for use on any device not provided by ProClaim. Sharing this software and hardware with other individuals or organizations or allowing others to view the contents of this software and hardware is in violation of this Agreement.
- b. **Responsibility of Parties.** ProClaim shall use commercially reasonable efforts to provide the Client with substantially uninterrupted services by means of ProClaim's systems.

- c. Client Internet Connections.** Client will maintain redundant internet connections with a minimum of 3.0 Mb for each connection and permit use of the bandwidth to ProClaim to provide remote support.
- d. Acceptable Use Policy (“AUP”).** The Client shall use ProClaim’s services only in accordance with applicable law and for lawful purposes. The Client shall not knowingly use or permit others to use ProClaim’s services (including by transmitting, posting or storing content) in a manner which would violate any law or infringe any copyrights or trademarks. Once notified of any violation of this AUP, the Client agrees to cooperate with ProClaim and work promptly to cease the noted activities. ProClaim reserves the right to interrupt or disconnect services for non-compliance with this AUP or in compliance with instructions from government authorities, The Client shall be responsible for all authorized uses of services provided by ProClaim. A more extensive AUP may be provided as an addendum to this Agreement in connection with certain services, with the written agreement of Client.
- e. Access to Equipment.** The Client agrees to allow personnel of ProClaim and its subcontractors reasonable access to the Client’s premises and /or building (the “Client Site”) for the purpose of installing, maintaining, repairing, replacing and removing the Client equipment. If the Client does not own the Client Site and access to portions of the Client Site other than the Client premises is needed (i.e. building phone room, data room, HVAC room, roof, etc.), the Client shall obtain, with ProClaim’s cooperation, all appropriate permissions from the owner or landlord for such activities.
- f. Copyright.** The software and hardware have been purchased by ProClaim and are protected by United States copyright laws and international treaty provisions. Therefore, Client must treat the software and hardware like any other copyrighted material. Client may not make the software and hardware or copies thereof available in any manner or form or use, copy or transfer the same, in whole or in part, except as provided herein.
- g. Other Restrictions.** Client may not rent or lease the software and hardware to any other party. Client may not alter, merge, modify, adapt, reverse engineer, decompile or disassemble or disclose the contents of the software and hardware to any other party.
- h. Service Delivery.** ProClaim provides ongoing support through a helpdesk ticketing system which is accessed by emailing support@proems.com. Emailing this address will automatically open a trouble ticket, and assign a ticket number, priority and an engineer to your case. For emergencies and service interruptions

that involve inability to access email, we provide emergency support at 617.514.2111.

ProClaim will provide unlimited helpdesk support at no additional charge, unless the trouble or service interruption is caused by Client hardware, Client software, Client internet service provider, a third party system, gross negligence, or user error.

Requests for support that fall outside the covered services include but are not limited to unmanaged software application support, unmanaged software upgrades, troubleshooting remote home users networks, VPNs and other resources, PDA/Smartphone troubleshooting and support, unmanaged server and desktop computer troubleshooting and support, home users' Internet connections, network, printers and other peripherals.

Prior to providing support for matters outside of covered services, ProClaim will inform Client that they will be billed for the call, and no support will be provided for such outside services unless and until Client acknowledges that costs will be incurred, and explicitly gives its consent to incur said costs. Helpdesk calls for support that falls outside of covered services are billed in 15 minute increments at \$150/hour – Monday through Friday, 9 am to 5 pm (normal business hours). Calls outside of normal business hours are charged on an overtime basis at \$200/hour. While most calls can be handled remotely, calls that necessitate an in-person visit by an engineer are billed at \$175/hour regardless of the nature of the call plus travel time at half rate (\$87.5/hour for travel time) during normal business hours. Calls that necessitate an in-person visit by an engineer outside of normal business hours are billed at \$250/hour plus travel time at half rate (\$125/hour for travel time).

- i. NO WARRANTY. THE SOFTWARE AND HARDWARE AND ALL MATERIALS ACCOMPANYING THE SOFTWARE AND HARDWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE EXCEPTING ONLY THAT PROCLAIM WARRANTS THE SOFTWARE AND HARDWARE AGAINST ANY CLAIMS OF INFRINGEMENT OF COPYRIGHT, TRADEMARK, PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT, AND WILL DEFEND AND INDEMNIFY CLIENT FULLY WITH RESPECT TO ANY CLAIM OF SUCH INFRINGEMENT OF COPYRIGHT, TRADEMARK, PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PROCLAIM, ITS EMPLOYEES OR ITS AGENTS SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE NO-WARRANTY PROVISIONS OF THIS PARAGRAPH, AND CLIENT MAY NOT RELY ON ANY SUCH INFORMATION OR**

ADVICE. PROCLAIM DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR RESULTS OF USE OF THE SOFTWARE AND HARDWARE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE, AND THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE AND HARDWARE IS ASSUMED BY CLIENT.

- j. NO LIABILITY FOR DAMAGES.** NEITHER PROCLAIM NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THIS SOFTWARE AND HARDWARE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF INFORMATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, DESTRUCTION OF INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OR THE INABILITY TO USE THE SOFTWARE AND HARDWARE, EVEN IF PROCLAIM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT IN THE EVENT OF GROSS NEGLIGENCE. PROCLAIM SHALL NOT BE LIABLE TO CLIENT FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LIABILITY OF ANY KIND, INCLUDING DUE TO PROCLAIM'S NEGLIGENCE, EVEN IF PROCLAIM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT IN THE EVENT OF GROSS NEGLIGENCE.
 - k. Rights Reserved.** All rights not expressly granted in this Paragraph are reserved by ProClaim.
 - l. Acknowledgement.** By using the software and hardware Client acknowledges that Client has read and understands the foregoing and that Client agrees to be bound by its terms and conditions.
- 16. PROPRIETARY TRADE SECRETS.** Client acknowledges that all or part of the information received from ProClaim constitutes "proprietary trade secrets" of ProClaim. Client agrees that all information received from ProClaim is confidential, and that Client will not disclose any information to any third party unless required by law. For purposes of this Agreement, "proprietary trade secrets" shall include, but not be limited to, pricing or rate information, information pertaining to contracts, audit results, billing processes, client lists or other such information. Client also agrees that Client will not use information received from ProClaim for Client's, or any third party's benefit. Client's obligations hereunder shall survive any termination or the expiration of this Agreement.
- 17. TERM.** This Agreement shall be in effect for a three (3) year term, unless earlier terminated as provided herein.

18. TERMINATION.

- a. Either ProClaim or Client may terminate this Agreement at any time, with or without cause, upon sixty (60) days or more written notice of termination to the other party. Payments due and owing through the date of termination shall remain due and owing.
- b. Notwithstanding any other provision of this Paragraph, Client may terminate this Agreement pursuant to the Business Associate and HIPAA provisions contained in this Agreement.
- c. This Agreement may be terminated by either party immediately upon written notice to the other party (or attempted written notice via any commonly used mail or delivery service at the address set forth in this Agreement) for any of the following reasons:
 - i. If either party makes an assignment for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver of any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other party any such proceeding which remains undismissed, unstayed, or the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, unstayed, or unvacated for a period of thirty (30) days.
 - ii. If either party loses its license, permit or certification necessary to do business, or is excluded from any state or Federal health care program.
 - iii. Upon termination for any reason, ProClaim shall have a continuing responsibility to perform follow-up on any submitted claims for a period not to exceed ninety (90) days from the date of termination, according to the terms set forth in Paragraph 19, below, and in Appendix B. ProClaim shall have no responsibility to perform such follow-up in the event Client takes any actions which prevent ProClaim from engaging in such follow-up or in the event Client fails to promptly pay ProClaim for such services.

19. COMPENSATION. Client agrees to compensate ProClaim for Claims Processing and Billing Services as follows:

- a. In exchange for the Services described herein, Client shall pay ProClaim the monthly service fee, according to the provisions of Appendix B, which is attached hereto and incorporated herein by reference.

- b. The monthly service fee for each billing period shall be due and payable not later than thirty (30) days after receipt of written invoice.
- c. In the event of termination of the Agreement for any reason, ProClaim shall continue to invoice Client in accordance with the revenues collected on Client's behalf through the ninety-day account follow-up period set forth in this Agreement, according to the terms set forth in this Paragraph and in Appendix B. ProClaim shall have no responsibility to perform such follow-up in the event Client takes any actions which prevent ProClaim from engaging in such follow-up or in the event Client fails to promptly pay ProClaim for such services.
- d. Payments on accounts sent into full collections will be accepted by ProClaim for Client after collection agency fees have been deducted.

20. INDEMNIFICATION AND INSURANCE.

- a. ProClaim shall maintain errors and omissions insurance coverage, in an amount not less than \$1 million per occurrence and \$3 million in the aggregate, and shall provide proof of such coverage to Client at the time of the execution and delivery hereof, annually thereafter throughout the Term hereof, and upon reasonable request therefor at any time by Client.

Notwithstanding any other provision of this Agreement, ProClaim shall not be liable for any damages, including but not limited to loss in profits, or for any special, incidental, indirect, consequential or other similar damages suffered in whole, or in part, in connection with this Agreement, when such damages are due to the actions or inactions of Client or due to circumstances outside of the control of ProClaim. Notwithstanding the preceding sentence, the indemnification provisions in the Business Associate Agreement between the parties, dated **[Insert date]**, shall remain in full force and effect.

21. NOTICES. Except when otherwise required by law, all notices pursuant to this Agreement shall be in writing, and until otherwise specified in a written notice, shall be sent to the parties at the following addresses:

| | |
|---------------------|---------------|
| ProClaim | CLIENT |
| ProClaim | CLIENT |
| William Mergendahl | _____ |
| ProClaim | _____ |
| 31 Smith Place | _____ |
| Cambridge, MA 02138 | _____ |

A notice shall be deemed to have been properly delivered for all purposes if personally delivered or if deposited into first class mail in the United States Postal Service, or if sent by overnight delivery service, prepaid, to the addresses set forth above. Both parties are responsible for notifying the other party of any changes in the mailing addresses set forth above. Notices shall be deemed delivered by the other

party once delivery has been attempted by the delivery company to the address set forth above, regardless of whether the notice was actually received by the other party. Each notice, demand, or request shall be deemed to have been received by the addressee on the date delivered, if personally delivered; the next business day, if sent by overnight delivery service; or three (3) days after mailing in the United States Postal Service.

- 22. ENTIRE AGREEMENT.** This written Agreement is the only and entire contract covering the subject matter herein. No other representations have been made either by ProClaim or Client, and each has fully read and understood each condition herein stated.
- 23. AMENDMENTS MUST BE IN WRITING.** No change, alteration, or modification of this Agreement shall be valid unless the same shall have been made or specified in writing and signed by ProClaim and Client.
- 24. AGREEMENT BINDING ON SUCCESSORS.** This Agreement shall apply to and bind the heirs, executors, administrators, successors, and assigns of the parties hereto.
- 25. VALIDITY OF AGREEMENT.** If any part of this Agreement is declared invalid by a court of competent jurisdiction, such judgment shall not affect the remainder of this Agreement, and the remainder of the Agreement shall be in full force and effect.
- 26. GOVERNING LAW.** This Agreement shall be construed and governed in all respects by the laws of the State of New York. Any dispute with respect to the Contract shall be brought solely within the Supreme Court, State of New York, County of Dutchess.
- 27. PREVENTION OF PERFORMANCE.** If a party's obligation to perform any duty hereunder is rendered impossible due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, terrorist action, fire or casualty, labor dispute, , or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the other party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.
- 28. RFP AND/OR PROPOSAL.** The RFP and/or the Proposal are hereby incorporated herein by this reference. In the event of any discrepancy between the terms hereof and those set forth in either the RFP or the Proposal, wherein the terms hereof are less advantageous to Client than those set forth in either or both of the RFP or the Proposal, then the terms that are the most advantageous to Client shall prevail, and any inconsistent terms hereof shall be deemed replaced thereby.

29. FURTHER ASSURANCES. The parties agree to execute such other documents as may be required to implement the terms and provisions and fulfill the intent of this Agreement.

30. AUTHORIZATION OF AGREEMENT. Each party represents and warrants to the other with respect to itself, that the execution and delivery of this Agreement has been duly authorized and the individual executing this Agreement on behalf of each party respectively has full power and authority to do so.

31. STATUTORY COMPLIANCE:

31.1 This Contract will be construed and governed by the provisions of applicable federal, New York State and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control..

31.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

31.3 ProClaim shall comply with all Federal, State and local laws, rules, wage regulations, policies and orders applicable to the Services provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Services.

ProClaim shall indemnify and hold the Client harmless for and against any and all fines, penalties or monetary liabilities incurred by the Client as a result of the failure of ProClaim to comply with the previous sentence. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Client, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

32. The parties agree that this contract is subject to the Fire District entering into this agreement pursuant to GML 209b(4).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

| | |
|--------------------------------|--|
| PROCLAIM SERVICES, INC. | |
|--------------------------------|--|

| | |
|-------------------------------------|----------------------------------|
| BY: | BY: |
| TITLE: President | TITLE: District Secretary |
| PRINTED NAME: Joanne Orlando | PRINTED NAME: Bria Le |

APPENDIX A

SCHEDULE OF RATES TO BE DETERMINED AND EXECUTED AT THE
CLIENT'S
DISCRETION

APPENDIX B

MONTHLY SERVICE FEE

1. Client shall pay to ProClaim a fee equivalent to 9% of all correct revenues collected by ProClaim on behalf of Client with the exception of Medicaid claims. For Medicaid claims, Client shall pay to ProClaim \$10.00 per claim processed.
2. The fees payable by Client to ProClaim shall be calculated on a monthly basis, according to a schedule determined by ProClaim, and based on the cash receipts report generated by ProClaim pursuant the terms of the foregoing Agreement.
3. In the event of termination of the Agreement for any reason, ProClaim shall continue to invoice Client in accordance with the revenues collected on Client's behalf through the ninety-day account follow-up period set forth in Agreement, unless Client takes any action to prevent ProClaim from being able to continue invoicing or unless Client fails to promptly remit payment for ProClaim's service as set forth in the Agreement and in this Paragraph. Client shall have a continuing responsibility to remit payment on any post-termination invoices within thirty (30) days of Client's receipt of same. In the event that Client does not remit payment on any such invoice within the stated time period, ProClaim shall have no responsibility to perform any further follow-up activities on open accounts.
4. Client shall pay to ProClaim a fee of up to 33% of all revenues collected by third parties, First Financial Resources Inc., hired and paid by ProClaim on behalf of Client for collection agency services.

APPENDIX C
LAGRANGE FIRE DISTRICT
BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is entered into by and between LaGrange Fire District (the “Covered Entity”) and ProClaim Services, Inc. (“Business Associate”).

Definitions

Except as otherwise provided herein, the terms used in this Agreement shall have the same meaning as those terms in the Electronic Transaction, Security, or Privacy Rule, as the case may be.

Specific definitions:

(a) *Electronic Transaction Rule* means the standards for processing Standard Transactions and Code Sets at 45 CFR Parts 160 and 162.

(b) *Individual* has the same meaning as the term “individual” in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(c) *Personal Information* (PI) means any data in whatever format that is subject to federal or state laws requiring the safeguarding of, and regulating and restricting access, collection, use, disclosure, processing, destruction, and free movement of individually identifiable personal information.

(d) *Privacy Rule* means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160-164.

(e) *Protected Health Information* (PHI) has the same meaning as the term “protected health information” in 45 CFR §160.103, including electronic protected health information, but limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) *Secretary* means the Secretary of the Department of Health and Human Services or his designee.

(g) *Security Rule* means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160-164.

|

Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose PHI or PI other than as permitted or required by this Agreement or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of PHI and PI other than as provided for by this Agreement. In addition, Business Associate agrees to implement administrative, physical, and technical safeguards consistent with the requirements of the Security Rule that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate will comply with the Privacy Rule and the Security Rule to the extent required under Subpart C of 45 CFR Part 164 with respect to electronic PHI, and the Final Rule, which shall include but not be limited to 45 CFR Sections 164.308, 164.310, 164.312 and 164.316.

(c) Business Associate agrees to report to Covered Entity (i) any use or disclosure of PHI not provided for by this Agreement, (ii) any Security Incident, (iii) any Breach of Unsecured Protected Health Information, or (iv) any unauthorized acquisition or access to PI, as soon as possible, but not later than 10 calendar days following the date it becomes aware of such use or disclosure, Security Incident, Breach or unauthorized acquisition or access.

(d) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI or PI received from, or created or received by Business Associate on behalf of, Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(e) Business Associate agrees to provide access, within 30 days at the request of Covered Entity in a reasonable manner, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to enable Covered Entity to meet the requirements under 45 CFR §164.524.

(f) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in a reasonable time and manner as required under the Privacy Rule.

(g) Business Associate agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI and PI received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity or the Secretary, within 60 days in a reasonable manner or as designated by the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule.

(h) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

(i) Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time and manner, information collected in accordance with the preceding paragraph (h), to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

(j) If Business Associate conducts any Standard Transaction for or on behalf of Covered Entity, Business Associate shall comply with the requirements under the Electronic Transaction Rule.

(k) To the extent Business Associate receives PI from Covered Entity, or on behalf of Covered Entity, it shall collect, maintain, process, handle, use, disclose, and destroy all PI in compliance with all applicable data privacy and protection laws and maintain a comprehensive data privacy and security program, which shall include appropriate administrative, physical, technical, and organizational measures to safeguard such data against the unauthorized access, possession, use, knowledge, process, disclosure, destruction, loss, alteration, or theft, and which shall be no less rigorous than generally accepted privacy and security standards in the industry.

(l) To the extent any Breach of Unsecured PHI or unauthorized acquisition or access to PI is attributable to a breach of the obligations under this Agreement by Business Associate, Business Associate shall bear the costs incurred by Covered Entity to the extent it is necessary for Covered Entity to comply with its legal obligations relating to such breach, which shall include without limitation the following costs reasonably incurred by Covered Entity in responding to such breach: (1) the reasonable cost of preparing and distributing notifications to affected individuals, (2) the reasonable cost of providing notice to government agencies, credit bureaus, and/or other required entities, (3) the reasonable cost of providing affected individuals with credit monitoring services for a specific period not to exceed twelve (12) months, or longer if required by law, (4) the reasonable cost of call center support for such affected individuals for a specific period not to exceed thirty (30) days from the date the breach notification is sent to such affected individuals, and (5) the reasonable cost of any other measures required under applicable law or by contract.

(m) Business Associate agrees that all of its employees, agents, representatives, and workforce members whose services may be used to fulfill its obligations under this Agreement shall be appropriately informed of the existence and terms of this Agreement, and trained as appropriate.

(n) To the extent Business Associate receives, stores, processes, or otherwise deals with any patient records from the Covered Entity that are entitled to protection under the federal regulations issued at 42 CFR Part 2, it agrees to be bound by those regulations. In addition, if necessary, Business Associate will resist in judicial proceedings any efforts to obtain access to such patient records except as permitted by 42 CFR Part 2.

(o) Except for payments from Covered Entity for services performed pursuant to this Agreement and the Services Agreement, Business Associate may not directly or indirectly receive remuneration in exchange for PHI or PI.

(p) Business Associate may not use or disclose PHI or PI for research or marketing purposes without first receiving prior written approval from the Covered Entity and obtaining the necessary authorization from the affected individuals.

(q) If applicable, Business Associate agrees to implement an Identity Theft Monitoring Policy and Procedure, consistent with the requirements of the “Red Flags” rule adopted by the Federal Trade Commission.

Permitted Uses and Disclosures by Subcontractor

General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement for Ambulance Billing Services, dated [Insert date] (“Services Agreement”), provided that such use or disclosure would not violate (i) the Privacy Rule if done by Covered Entity or (ii) the minimum necessary policies and procedures of the Covered Entity supplied to Business Associate.

Specific Use and Disclosure Provisions

(a) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) disclosures are required by law, or (ii)(A) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and (ii)(B) the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except to the extent prohibited by law, Business Associate shall immediately notify Covered Entity upon its receipt of a request for use or disclosure of PHI or PI with which Business Associate believes it is required by law to comply. Business Associate shall provide Covered Entity with a copy of such request, shall consult and cooperate with Covered Entity concerning the proper response to such request and shall provide Covered Entity with a copy of any information disclosed pursuant to such request.

(d) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).

Obligations of Covered Entity

Provisions for Covered Entity to Inform Subcontractor of Privacy Practices and Restrictions

(a) Covered Entity shall notify Business Associate of any limitation(s) in the Covered Entity's notice of privacy practices of which it is aware, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI of which it is aware, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Term and Termination

(a) *Term.* This Agreement shall have the same effective date as the Services Agreement, and shall terminate when all of the PHI and PI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI and PI as determined by Business Associate, protections are extended to such information, in accordance with the termination provisions in this Section, subject to any record retention requirements under the Agreement or required by law.

(b) *Termination for Cause.* Upon either party's knowledge of a material breach by the other party, the non-breaching party shall either:

(1) Provide an opportunity for breaching party to cure the breach or end the violation and terminate this Agreement and the underlying Services Agreement, if any, if the breaching party does not cure the breach or end the violation within a reasonable time specified by the non-breaching party; or

(2) Immediately terminate this Agreement and the underlying Services Agreement, if any, if the breaching party has breached a material term of this Agreement and, in the non-breaching party's sole discretion, cure is not possible.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI and PI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI and PI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI and PI.

(2) In the event that Business Associate determines that returning or destroying the PHI and PI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon such determination that return or destruction of PHI and PI is infeasible, Business Associate shall extend the protections and obligations of this Agreement to such PHI and PI and limit further uses and disclosures of such PHI and PI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI and PI.

Miscellaneous

(a) *Regulatory References.* A reference in this Agreement to a section in the Electronic Transaction, Privacy, or Security Rule means the section as in effect or as amended.

(b) *Amendment.* In the event that additional standards are promulgated, or any existing standards are amended, including without limitation the Privacy Standards, Security Standards, and the Transactions and Code Sets Standards, the parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, or any applicable state law, as amended. Except as herein otherwise provided, no amendment or modification of, or supplement to, this Agreement shall be binding unless duly executed in writing by each of the parties hereto.

(c) *Survival.* The respective rights and obligations of Business Associate under the Section of this Agreement entitled "Effect of Termination" shall survive the termination of this Agreement.

(d) *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Electronic Transaction, Privacy, or Security Rule.

(e) *Right to Request SOC Audit.* The Covered Entity shall have the right at all reasonable times and upon reasonable notice to Business Associate to obtain the most recent SOC audit completed by the Business Associate.

(f) *Indemnification.* In the event either party to this Agreement, or its agents, are made parties to any judicial or administrative proceeding relating to claims arising in whole or in part out of the alleged or actual negligent or unlawful performance by the other party (the “Indemnifying Party”) or its employees, agents, or subcontractors of any of the Indemnifying Party’s obligations under this Agreement, the Indemnifying Party shall indemnify, defend, and hold the other party harmless for any and all judgments, settlements, damages, and costs (including without limitation: reasonable attorneys’ fees and civil penalties under the Privacy and Security Rules, or applicable state law) which the other party incurs or pays in connection therewith, except that the Indemnifying Party shall not be required to reimburse the other party for such amounts if the liability is due to such other party’s negligence, fraud or criminal conduct, or that of its employees, agents, or subcontractors.

(g) *Counterparts.* This Agreement may be signed in counterparts, which together will constitute one agreement.

(h) *Successors and Assigns.* This Agreement and each party’s obligations hereunder will be binding on the representatives, assigns, and successors of such party and will inure to the benefit of the assigns and successors of such party; provided, however, that any such assignment shall not be effective absent the consent of the non-assigning party which shall not unreasonably withheld or delayed.

(i) *No Third-Party Beneficiaries.* Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than parties and their respective successors or assigns, any rights, remedies, or obligations whatsoever.

(j) *Governing Law.* This Agreement will be governed by and interpreted in accordance with the laws of the State of New York, without regard to principles of conflicts of law. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in state or federal courts located in the State of New York, and each party irrevocably submits to the sole and exclusive jurisdiction of these courts *in personam*, generally and unconditionally with respect to any action, suit or proceeding brought by it or against it by the other party.

(k) *Entire Agreement.* This Agreement sets forth the full and complete understanding of the parties hereto with regard to its subject matter. This Agreement supersedes and replaces all prior agreements and understandings between the parties concerning this subject matter. In the event of any conflict between this Agreement and any other agreement between the parties concerning this subject matter, this Agreement shall govern.

(l) *Waiver.* The failure of the Business Associate or Covered Entity to object or to take affirmative action with respect to any conduct of the other which is in violation of this Agreement shall not be construed as a waiver of that violation or any prior or future violations of this Agreement.

(m) *Headings.* The sections and subsections headings used herein are for reference and convenience only, and shall not enter into the interpretation thereof.

(n) *Notices.* Any notice which is to be given by one party to the other under this Agreement will be given in writing and delivered to the address of the other party set out below or any other address specified subsequently. A notice will be effective upon receipt thereof by the other party. Either party may change its address for service by giving notice to the other party in accordance with this paragraph.

If to Business Associate:

[Insert address]

Attn: **[Insert name]**

If to Covered Entity:

[Insert address]

Attn: **[Insert name]**

(o) *Nature of relationship.* No provision of this Agreement is intended to create, nor shall be deemed or construed to create, any employment, agency or joint venture relationship between the Covered Entity and the Business Associate other than that of independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this Agreement and the underlying agreements. None of the parties nor any of their respective representatives shall be construed to be the agent, employer, or representative of the other. The parties have reviewed the factors to determine whether an agency relationship exists under the federal common law of agency and it is not the intention of either the Covered Entity or Business Associate that Business Associate constitute an “agent” under such common law.

(p) *Cooperation.* Business Associate with fully cooperate with Covered Entity and render such assistance as may be reasonably required in the event of litigation or administrative proceedings with respect to any violation or claimed violation of

the HIPAA Privacy and Security Standards, related laws, or state breach notification laws.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives or officers, effective as of the date above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the ^{23rd} ~~8th~~ day of ^{August} ~~June~~ in the year Two Thousand Twenty-~~One~~ ^{Two}
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

LaGrange Fire District
Attn; BOFC
504 Freedom Plains Road
Poughkeepsie New York
12603

and the Contractor:
(Name, legal status, address and other information)

Weatherproofing Technologies, Inc.
3735 Green Road
Beachwood, OH 44122

for the following Project:
(Name, location and detailed description)

LaGrange Fire District
Station 2 Roof

The Architect:
(Name, legal status, address and other information)

CPL
26 IBM Road
Poughkeepsie, NY 12601

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (Roof Diagnostic Survey and Proposal) issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully represents the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- [AUGUST 23, 2022] The date of this Agreement.
- [AUGUST 23, 2022] A date set forth in a notice to proceed issued by the Owner.
- [AUGUST 23, 2022] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, defined as the entire project with the exception of 'punch list' items, of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- [] Not later than () calendar days from the date of commencement of the Work.

Init.

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User Notes:

(1262766928)

[X] By the following date: November 1, 2022.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
| N/A | |

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Forty Thousand, Seven Hundred-Nineteen Dollars and Sixty-Three Cents (\$ 240,719.63), subject to additions and deductions as provided in the Contract Documents and as set forth in Article 5..

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

| Item | Price |
|------|-------|
| N/A | |

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

| Item | Price | Conditions for Acceptance |
|------|-------|---------------------------|
| N/A | | |

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

| Item | Price |
|------|-------|
| N/A. | |

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
| N/A. | | |

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

As describe in Section 00 4010, Form of Proposal.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%).

Init.

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User Notes:

(1262766928)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

None.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

As per Section 106-b of the General Municipal Law.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

12603

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

LaGrange Fire District
Attn; BOFC
504 Freedom Plains Road
Poughkeepsie, New York 12603

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Scott Wille
Construction Manager
Weatherproofing Technologies, Inc.
3735 Green Road
Beachwood, OH 44122

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Contract Documents.

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User Notes:

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§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

- .3 Drawings

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

- .4 Specifications

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

- .5 Addenda, if any:

| Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .6 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

| Title | Date | Pages |
|-------|------|-------|
|-------|------|-------|

Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

- .7 Other documents, if any, listed below:

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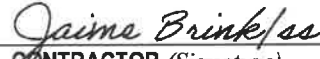
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

The Contract Documents also include the Contractor's proposal dated August 2, 2022 and supporting documents, including the Roof Diagnostic Survey dated 5/21/22.

This Agreement entered into as of the day and year first written above.



OWNER (Signature)
Bria Le, District Secretary
(Printed name and title)



CONTRACTOR (Signature)
Jaime Brink, VP, CFO, Treasurer
(Printed name and title)
8/30/2022

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User Notes:

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Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:57:44 ET on 08/23/2022.

PAGE 1

AGREEMENT made as of the 23rd day of August in the year Two Thousand Twenty-~~One~~^{two}.

...

LaGrange Fire District
Attn: BOFC
504 Freedom Plains Road
Poughkeepsie New York
12603

...

Weatherproofing Technologies, Inc.
3735 Green Road
Beachwood, OH 44122

...

LaGrange Fire District
Station 2 Roof

...

CPL
26 IBM Road
Poughkeepsie, NY 12601
PAGE 2

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A — INSURANCE AND BONDS

...

The Contract Documents consist of this Agreement, Conditions of the Contract (~~General, Supplementary, and other Conditions~~), ~~Drawings, Specifications, Addenda (Roof Diagnostic Survey and Proposal)~~ issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

...

The Contractor shall fully ~~execute~~ represents the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

...

[AUGUST 23, 2022] The date of this Agreement.

[AUGUST 23, 2022] A date set forth in a notice to proceed issued by the Owner.

[] ~~_____~~ AUGUST 23, 2022 _____ Established as follows:

...

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial ~~Completion~~ Completion, defined as the entire project with the exception of 'punch list' items, of the entire Work:

PAGE 3

[X] By the following date: November 1, 2022.

...

N/A

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Forty Thousand, Seven Hundred-Nineteen Dollars and Sixty-Three Cents (\$ 240,719.63), subject to additions and deductions as provided in the Contract ~~Documents~~ Documents and as set forth in Article 5..

...

N/A

...

N/A

...

N/A.

...

N/A.

...

As describe in Section 00 4010, Form of Proposal.

...

N/A
PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

...

Five Percent (5%).
PAGE 5

None.

...

None.

...

%—As per Section 106-b of the General Municipal Law.
PAGE 6

12603

...

Litigation in a court of competent jurisdiction

...

N/A

...

LaGrange Fire District
Attn: BOFC
504 Freedom Plains Road
Poughkeepsie, New York 12603

...

Scott Wille
Construction Manager
Weatherproofing Technologies, Inc.
3735 Green Road
Beachwood, OH 44122

...

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in ~~AIA Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.~~

§ 8.5.2 The Contractor shall provide bonds as set forth in ~~AIA Document A101™ 2017 Exhibit A, and elsewhere in the Contract Documents.~~

PAGE 7

- ~~.2~~ AIA Document A101™-2017, Exhibit A, Insurance and Bonds
~~.3~~ AIA Document A201™-2017, General Conditions of the Contract for Construction
~~.4~~ AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

~~.5~~ .3 Drawings

...

~~.6~~ .4 Specifications

...

~~.7~~ .5 Addenda, if any:

...

~~.8~~ .6 Other Exhibits:

...

~~.9~~ .7 Other documents, if any, listed below:

PAGE 8

The Contract Documents also include the Contractor's proposal dated August 2, 2022 and supporting documents, including the Roof Diagnostic Survey dated 5/21/22.

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:57:44 ET on 08/23/2022 under Order No. 2114266488 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

August 2, 2022

Mr. Greg Bolner
LaGrange Fire Department
504 Freedom Plains Road
Poughkeepsie, NY 12603

RE: 2022 Roof Restoration Project

Dear Mr. Bolner,

Weatherproofing Technologies, Inc. is pleased to present our proposal for the roof work as specified below for LaGrange Fire Department. The scope of work is based on a turnkey operation as specified and bid by the National IPA/TCPN (OMNIA Partners) (Contract #R180903-316357). The subcontractor we would utilize, unless otherwise directed, would be BBR Contracting, Inc.

PROJECT DESCRIPTION:

LaGrange Fire Department
Roof Restoration of Areas 1, 2, 2A, 3, and 4

1. Setup all safety requirements to ensure safe work site.
2. Remove and replace designated areas of wet insulation and related roofing membrane.
 - a. Any additional wet removal shall be on a per unit basis.
3. Clean roof and flashing surfaces of dust, debris, loose coatings, granules, and other substances detrimental to roofing installation by utilizing Roof Tec.
4. Install new Tremco AlphaGuard Fluid Applied BIO fully reinforced roofing system.
 - a. Apply WB Primer to substrates prior to AlphaGuard BIO base coat.
 - b. Apply AlphaGuard BIO base coat at (3) three gallons per square in permafab reinforcement.
 - c. Apply AlphaGuard BIO topcoat over base coating at (2) two gallons per square.
5. Install Flashing and Field Membranes.
 - d. Apply Primer to all flashing substrates.
 - e. Apply AlphaGuard BIO base coat with permafab polyester fabric reinforcement.
 - f. Apply AlphaGuard BIO topcoat over base coat.
6. Install 500 linear feet of gritted walkway with safety yellow strips.
 - a. Owner to indicate locations.
7. All work debris is to be removed and disposed upon completion of project.
8. Provide a twenty (20) year Quality Assurance Manufacturer's restoration warranty with inspections at years 2, 5, 10 and 15.

PROJECT INVESTMENT:

| LaGrange Fire Department | Project Investment |
|--|---------------------|
| Roof Restoration of Areas 1, 2, 2A, 3, and 4 | \$240,719.63 |

Please Note:

- This price is valid for 60 days. After this time, project conditions are subject to reassessment.
- This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI’s standard terms and conditions (a copy of which may be obtained at <http://www.tremcoroofing.com/files/share/terms/TandCWTI.pdf>), which are hereby incorporated by reference (together, the “Terms and Conditions”). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI.

Respectfully Submitted,

Weatherproofing Technologies, Inc.